

FEDERAL REGISTER

THE NATIONAL ARCHIVES
OF THE UNITED STATES
1934

VOLUME 6 NUMBER 181

Washington, Wednesday, September 17, 1941

Rules, Regulations, Orders

TITLE 14—CIVIL AVIATION

CHAPTER I—CIVIL AERONAUTICS BOARD

[Amendment No. 130 of the Civil Air Regulations]

PART 61—SCHEDULED AIR CARRIER RULES (INTERSTATE)

REVISING THE QUALIFICATIONS FOR, AND THE RULES GOVERNING THE OPERATION OF, AIR CARRIERS

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 12th day of September 1941.

Acting pursuant to the authority vested in it by the Civil Aeronautics Act of 1938, as amended, particularly sections 205 (a), 601 (a), and 604 of said Act, and finding that its action is desirable in the public interest and is necessary to carry out the provisions of, and to exercise and perform its powers and duties under, said Act, the Civil Aeronautics Board amends the Civil Air Regulations as follows:

Effective immediately, Amendment No. 129 of the Civil Air Regulations¹ adopted September 5, 1941, is hereby amended as follows:

Item 7 of Amendment No. 129 is hereby amended to read as follows:

7. By the addition of a new section, § 61.342, reading as follows:

§ 61.342 *Seat belt sign.* An aircraft shall not be operated in scheduled air transportation unless a suitable means for warning passengers to fasten seat belts is provided.

By the Civil Aeronautics Board.

[SEAL] DARWIN CHARLES BROWN,
Secretary.

[F. R. Doc. 41-6926; Filed, September 16, 1941;
9:36 a. m.]

¹ 6 F. R. 4691.

TITLE 16—COMMERCIAL PRACTICES

CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 4084]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF SANFORD MILLS, ET AL.

§ 3.6 (n) 2) *Advertising falsely or misleadingly—Nature—Product:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.55 *Furnishing means and instrumentalities of misrepresentation or deception:* § 3.96 (a) 6) *Using misleading name—Goods—Qualities or properties.* In connection with offer, etc., in commerce, of mohair upholstery fabrics, using the term "moth proof" to designate, describe or in any way refer to upholstery fabrics which are not in fact moth proof, or otherwise representing that upholstery fabrics which are not permanently immune from attack or destruction by moths are moth proof, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Sanford Mills, et al., Docket 4084, August 27, 1941]

In the Matter of Sanford Mills, a Corporation, and L. C. Chase & Co., Inc., a Corporation

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 27th day of August, A. D. 1941.

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondents and a stipulation entered into by and between counsel for the Commission and counsel for the respondents, wherein it was stipulated and agreed that a statement of facts read into the record may be taken as the facts in this proceeding and in lieu of testimony in support of the charges stated in the complaint, or in opposition thereto, and that the Commission may proceed upon such state-

¹ 6 F. R. 2670.

CONTENTS

RULES, REGULATIONS, ORDERS

TITLE 14—CIVIL AVIATION:	Page
Civil Aeronautics Board:	
Air carriers, rules governing operation, etc.	4753
TITLE 16—COMMERCIAL PRACTICES:	
Federal Trade Commission:	
Cease and desist orders:	
Continental Briar Pipe Co., Inc.	4755
G. & F. Sales Co.	4754
Hamilton, Harris & Co.	4755
Haskelite Mfg. Corp.	4756
Sanford Mills, et al.	4753
Stomar Mfg. Co.	4755
Luggage and related products industry, trade practice rules	4756
TITLE 30—MINERAL RESOURCES:	
Bituminous Coal Division:	
District Board 7, et al., minimum price schedule, etc.	4761
TITLE 32—NATIONAL DEFENSE:	
Office of Price Administration:	
Ethyl alcohol, price schedule No. 28	4761
TITLE 50—WILDLIFE:	
Fish and Wildlife Service:	
Alaska, Copper River Area fisheries, salmon fishing, amendments	4763
Michigan, Seney National Wildlife Refuge, hunting of deer	4762

NOTICES

Civil Aeronautics Board:	
Pan American Airways, Inc., et al., hearing	4767
Department of the Interior:	
Bituminous Coal Division:	
District Board 14, petition dismissed	4767
Kentucky Coal Agency, Inc., hearing postponed	4766
General Land Office:	
Colorado, recreational withdrawal revoked	4767
New Mexico, stock driveway withdrawals reduced, revoked	4767

(Continued on next page)

FEDERAL REGISTER

Published daily, except Sundays, Mondays, and days following legal holidays by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500), under regulations prescribed by the Administrative Committee, approved by the President.

The Administrative Committee consists of the Archivist or Acting Archivist, an officer of the Department of Justice designated by the Attorney General, and the Public Printer or Acting Public Printer.

The daily issue of the FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for \$1.25 per month or \$12.50 per year; single copies 10 cents each; payable in advance. Remit money order payable to the Superintendent of Documents directly to the Government Printing Office, Washington, D. C.

CONTENTS—Continued

Department of Labor:

Wage and Hour Administration:

Shoe manufacturing and allied industries, minimum wage recommendation, opportunity to submit briefs, etc. 4767

Federal Trade Commission:

Easterlin, D. J., etc., complaint issued. 4768

Securities and Exchange Commission:

Capital Management Participating Fund, hearing. 4768

Kelley-Koett Mfg. Co., Inc., application granted. 4769

War Department:

Contract summaries:

Diamond T Motor Car Co. 4763

J-M Service Corp. 4764

McQuay-Norris Mfg. Co. 4766

Kansas National Guard, induction of 127th Observation Squadron. 4763

ment of facts to make its report, stating its findings as to the facts and its conclusion based thereon, and enter its order disposing of the proceeding without the presentation of argument or the filing of briefs, or any other intervening procedure, and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents, Sanford Mills, a corporation, and L. C. Chase & Co., Inc., a corporation, their officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of mohair upholstery fabrics, in commerce as commerce is defined in the

Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the term "moth proof" to designate, describe or in any way refer to upholstery fabrics which are not in fact moth proof, or otherwise representing that upholstery fabrics which are not permanently immune from attack or destruction by moths are moth proof.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-6935; Filed, September 16, 1941;
11:38 a. m.]

[Docket No. 4155]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF G. & F. SALES COMPANY

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* In connection with offer, etc., in commerce, of radios, watches, clocks, knives, pen and pencil sets or other articles of merchandise, (1) selling, etc., radios, watches, clocks, knives, pen and pencil sets or any other merchandise so packed and assembled that sales thereof are to be, or may be, made by means of a lottery, gaming device or gift enterprise; (2) supplying, etc., others with assortments of such merchandise together with push or pull cards, punch boards or other devices, which said push or pull cards, punch boards or other devices are to be, or may be, used in selling or distributing said merchandise to the public by means of a game of chance, gift enterprise or lottery scheme; (3) selling, etc., to others, push or pull cards, punch boards or other devices either with assortments of such merchandise or separately, which said push or pull cards, punch boards or other devices are to be, or may be, used in selling or distributing said merchandise to the public by means of a game of chance, gift enterprise or lottery scheme; and (4) selling, etc., any merchandise by means of a game of chance, gift enterprise or lottery scheme; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, G. & F. Sales Company, Docket 4155, August 27, 1941]

In the Matter of Lillian M. Granger, L. H. Murray, Clara Feitler, and Adolf Feitler, Individually and Trading as G. & F. Sales Company

At a regular session of the Federal Trade Commission, held at its office in

the City of Washington, D. C., on the 27th day of August, A. D. 1941.

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent Clara Feitler, in which answer such respondent admits all the material allegations of fact set forth in said complaint and states that she waives all intervening procedure and further hearing as to said facts, and upon the joint answer of respondents Lillian M. Granger, and L. H. Murray, and a stipulation as to the facts agreed upon between counsel for the Commission and counsel for said respondents Lillian M. Granger and L. H. Murray, which stipulation was read into the record herein, and the Commission having made its findings as to the facts and conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents Clara Feitler, Lillian M. Granger and L. H. Murray, individually and trading as G. & F. Sales Company, or trading under any other name, their agents, representatives and employees, jointly or severally, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of radios, watches, clocks, knives, pen and pencil sets or other articles of merchandise in commerce as "commerce" is defined by the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Selling or distributing radios, watches, clocks, knives, pen and pencil sets or any other merchandise so packed and assembled that sales thereof are to be made or may be made by means of a lottery, gaming device or gift enterprise;

(2) Supplying to or placing in the hands of others assortments of radios, watches, clocks, knives, pen and pencil sets or any other merchandise together with push or pull cards, punch boards or other devices, which said push or pull cards, punch boards or other devices are to be used or may be used in selling or distributing said merchandise to the public by means of a game of chance, gift enterprise or lottery scheme;

(3) Selling to or placing in the hands of others, push or pull cards, punch boards or other devices either with assortments of radios, watches, clocks, knives, pen and pencil sets or other merchandise or separately, which said push or pull cards, punch boards or other devices are to be used or may be used in selling or distributing said radios, watches, clocks, knives, pen and pencil sets or other merchandise to the public by means of a game of chance, gift enterprise or lottery scheme;

(4) Selling or otherwise distributing any merchandise by means of a game of chance, gift enterprise or lottery scheme.

¹ 6 F.R. 661.

It is further ordered, That this proceeding be, and the same hereby is, dismissed as to respondent Adolf Feltler due to his death on March 9, 1941.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-6936; Filed, September 16, 1941;
11:38 a. m.]

[Docket No. 4253]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF HAMILTON, HARRIS & CO.

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* In connection with offer, etc., in commerce, of fishing tackle, pipes, robes, cameras, or any other merchandise, (1) selling, etc., any merchandise so packed or assembled that sales thereof to the public are to be, or may be, made by means of a game of chance, gift enterprise, or lottery scheme; (2) supplying, etc., others with punch boards, push or pull cards, pull tabs, or other lottery devices, either with assortments of merchandise or separately, which said punch boards, push or pull cards, pull tabs, or other lottery devices are to be, or may be, used in selling or distributing said merchandise to the public; and (3) selling, etc., any merchandise by means of a game of chance, gift enterprise, or lottery scheme; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Hamilton, Harris & Co., Docket 4253, August 26, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 26th day of August, A. D. 1941.

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent, testimony and other evidence in support of the allegations of said complaint and in opposition thereto taken before an examiner of the Commission theretofore duly designated by it, report of the trial examiner, and brief in support of the complaint (no brief having been filed by respondent and oral argument not having been requested), and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That respondent Hamilton, Harris & Co., a corporation, its officers, agents, representatives, and em-

ployees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of fishing tackle, pipes, robes, cameras, or any other merchandise, do forthwith cease and desist from:

(1) Selling or distributing any merchandise so packed or assembled that sales of such merchandise to the public are to be made, or may be made, by means of a game of chance, gift enterprise, or lottery scheme;

(2) Supplying to or placing in the hands of others punch boards, push or pull cards, pull tabs, or other lottery devices, either with assortments of merchandise or separately, which said punch boards, push or pull cards, pull tabs, or other lottery devices are to be used, or may be used, in selling or distributing said merchandise to the public;

(3) Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise, or lottery scheme.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-6937; Filed, September 16, 1941;
11:38 a. m.]

[Docket No. 4272]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF STOMAR MANUFACTURING COMPANY

§ 3.6 (c) *Advertising falsely or misleadingly—Composition of goods:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.66 (a7) *Misbranding or mislabeling—Composition:* § 3.66 (h) *Misbranding or mislabeling—Qualities or properties:* § 3.66 (j10) *Misbranding or mislabeling—Results:* § 3.96 (a) 1) *Using misleading name—Goods—Composition.* In connection with offer, etc., in commerce, of respondents' kitchen utensils known as graters and shredders, (1) using the word "stainless" to designate or describe their products, or otherwise representing that said products are made from stainless steel or that they are stainless in fact; and (2) representing that their products will not rust, tarnish or corrode; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Stomar Manufacturing Company, Docket 4272, August 28, 1941]

In the Matter of Joseph H. Kevorkian, Joseph D. Kevorkian, and Louis Stone, Individually and as Copartners Trading as Stomar Manufacturing Company

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 28th day of August, A. D. 1941.

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answer of respondents, testimony and other evidence taken before Arthur F. Thomas, trial examiner of the Commission theretofore duly designated by it, in support of and in opposition to the allegations of the complaint, report of the trial examiner upon the evidence, and brief in support of the complaint (no brief having been filed by respondents and oral argument not having been requested); and the Commission having made its findings as to the facts and its conclusion that the respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondents, Joseph H. Kevorkian, Joseph D. Kevorkian, and Louis Stone, individually and trading as Stomar Manufacturing Company, or trading under any other name, and their representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of their kitchen utensils known as graters and shredders, do forthwith cease and desist from:

(1) Using the word "stainless" to designate or describe respondents' products, or otherwise representing that said products are made from stainless steel or that they are stainless in fact;

(2) Representing that respondents' products will not rust, tarnish or corrode.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-6938; Filed, September 16, 1941;
11:39 a. m.]

[Docket No. 4293]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF CONTINENTAL BRIAR PIPE COMPANY, INC.

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* In connection with offer, etc., in commerce, of pipes or

¹ 6 F.R. 577.

¹ 5 F.R. 4880.

any other articles of merchandise, (1) selling, etc., pipes or any other merchandise so packed and assembled that sales thereof are to be, or may be, made by means of a lottery, game device or gift enterprise; (2) supplying, etc., others with assortments of pipes or any other merchandise together with push or pull cards, punch boards or other devices, which said push or pull cards, punch boards or other devices are to be, or may be, used in selling or distributing said merchandise to the public by means of a game of chance, gift enterprise or lottery scheme; (3) selling, etc., to others push or pull cards, punch boards or other devices, either with assortments of pipes or other merchandise, or separately, which said push or pull cards, punch boards or other devices are to be, or may be, used in selling or distributing said pipes or other merchandise to the public by means of a game of chance, gift enterprise or lottery scheme; and (4) selling, etc., any merchandise by means of a game of chance, gift enterprise or lottery scheme; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Continental Briar Pipe Company, Inc., Docket 4293, August 27, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 27th day of August, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon complaint of the Commission and a stipulation as to the facts entered into by and between counsel for the Commission and counsel for the respondent wherein it was agreed that the material facts alleged in the Commission's complaint are true, and all intervening procedure and further hearing as to said facts were waived, and the Commission having made its findings as to the facts and conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Continental Briar Pipe Company, Inc., its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of pipes or any other articles of merchandise in commerce, as commerce is defined by the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Selling or distributing pipes or any other merchandise so packed and assembled that sales thereof are to be made or may be made by means of a lottery, game device or gift enterprise;

(2) Supplying to or placing in the hands of others, assortments of pipes or any other merchandise together with push or pull cards, punch boards or other devices, which said push or pull cards, punch boards or other devices are to be

used, or may be used, in selling or distributing said merchandise to the public by means of a game of chance, gift enterprise or lottery scheme;

(3) Selling to or placing in the hands of others, push or pull cards, punch boards or other devices, either with assortments of pipes or other merchandise, or separately, which said push or pull cards, punch boards or other devices are to be used, or may be used, in selling or distributing said pipes or other merchandise to the public by means of a game of chance, gift enterprise or lottery scheme;

(4) Selling or otherwise distributing any merchandise by means of a game of chance, gift enterprise or lottery scheme.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-6939; Filed, September 16, 1941;
11:39 a. m.]

[Docket No. 4442]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF HASKELITE MANUFACTURING CORPORATION

§ 3.6 (c) *Advertising falsely or misleadingly—Composition of goods:* § 3.71

(a) *Neglecting, unfairly or deceptively, to make material disclosure—Composition:* § 3.96 (a) 1) *Using misleading name—Goods—Composition.* In connection with offer, etc., in commerce, of respondent's serving trays, (1) representing that trays made in part of paper are made entirely of wood; (2) using the words "wood", "hardwood", "walnut", or "copomo", or any other word descriptive of wood, to designate or describe trays having paper surfaces, unless there appear in immediate connection or conjunction with such words other words clearly indicating that the surfaces of such trays are made of paper; and (3) selling or distributing trays having surfaces of paper which simulates wood, without clearly disclosing by means of legends imprinted upon such trays or otherwise securely attached thereto, that such surfaces are made of paper; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Haskellite Manufacturing Corporation, Docket 4442, August 29, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 29th day of August, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon

the complaint of the Commission, the answer of respondent, testimony and other evidence taken before William C. Reeves, trial examiner of the Commission theretofore duly designated by it, in support of the allegations of the complaint (no testimony or other evidence having been offered by respondent), report of the trial examiner upon the evidence, and briefs in support of the complaint and in opposition thereto (oral argument not having been requested); and the Commission having made its findings as to the facts and its conclusion that the respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Haskellite Manufacturing Corporation, a corporation, and its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of its serving trays in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Representing that trays made in part of paper are made entirely of wood;

(2) Using the words "wood", "hardwood", "walnut", or "copomo", or any other word descriptive of wood, to designate or describe trays having paper surfaces, unless there appear in immediate connection or conjunction with such words other words clearly indicating that the surfaces of such trays are made of paper;

(3) Selling or distributing trays having surfaces of paper which simulates wood, without clearly disclosing by means of legends imprinted upon such trays or otherwise securely attached thereto, that such surfaces are made of paper.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-6940; Filed, September 16, 1941;
11:39 a. m.]

[File No. 21-359]

PART 154—LUGGAGE AND RELATED PRODUCTS INDUSTRY

Sec.

- 154.1 Deception in general.
- 154.2 Deception through concealment and nondisclosure of material facts.
- 154.3 Deceptive practices as to animal designations, aniline finish, graining, embossing, processing, buffing, hardware, etc.
- 154.4 Misuse of terms "genuine," "real," "natural," "selected," "warranted," etc.
- 154.5 Misuse of the terms "waterproof," "water repellent," "dustproof," or "warp-proof."

- Sec.
- 154.6 Fictitious animal designations.
 - 154.7 False invoicing.
 - 154.8 Substituting inferior materials not conforming to specifications.
 - 154.9 Commercial bribery.
 - 154.10 Defamation of competitors or disparagement of their products.
 - 154.11 Procurement of competitors' confidential information by unfair means and wrongful use thereof.
 - 154.12 Unfair threats of infringement suits.
 - 154.13 Deceptive use of trade or corporate names, or trade-marks, etc.
 - 154.14 Imitation of trade-marks, trade names, etc.
 - 154.15 Coercing purchase of one product as a prerequisite to the purchase of other products.
 - 154.16 Inducing breach of contract.
 - 154.17 Misrepresentation as to character of business.
 - 154.18 Misuse of terms "special," "bargain," "close-outs," "discontinued lines," etc.
 - 154.19 Deception in distribution of special lots.
 - 154.20 Misuse of word "free".
 - 154.21 Fictitious prices.
 - 154.22 Use of lottery schemes.
 - 154.23 Unlawful interference.
 - 154.24 Selling below cost.
 - 154.25 Discrimination.
 - 154.26 Discriminatory returns.
 - 154.27 False or misleading price quotations.
 - 154.28 Consignment distribution.
 - 154.29 Aiding or abetting use of unfair trade practices.

PROMULGATION OF TRADE PRACTICE RULES

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 15th day of September, A. D. 1941.

Due proceedings having been held under the trade practice conference procedure in pursuance of the Act of Congress approved September 26, 1914, as amended (Federal Trade Commission Act), and other provisions of law administered by the Commission;

It is now ordered, That the trade practice rules of Group I and Group II, as hereinafter set forth, which have been approved and received, respectively, by the Commission in this proceeding, be promulgated as of September 17, 1941.

STATEMENT BY THE COMMISSION

Trade practice rules for the Luggage and Related Products Industry, as hereinafter set forth, are promulgated by the Federal Trade Commission under its trade practice conference procedure.

The rules are directed to the elimination and prevention of misrepresentation, deceptive concealment, and various other unfair trade practices, and are issued in the interest of protecting industry, trade, and the public from the harmful effects of such unfair methods or practices. The provisions of the rules relate to the sale and distribution, by manufacturers, jobbers, distributors, dealers, and other marketers, of the products of the industry which consist of trunks, suitcases, traveling bags, brief cases, satchels, sample cases, instrument cases, and similar articles; also, of so-called fancy leather goods such as bill-folds, wallets, key cases, coin purses, card cases, etc. According to available statistics, the volume of business transacted by the manufacturing branch of

this industry in 1939 amounted to around \$50,000,000.

The proceeding for the establishment of trade practice rules was instituted upon application from the industry. During the course thereof a general trade practice conference, under the auspices of the Commission, was held in Atlantic City, New Jersey. At such conference proposed rules were considered and were thereupon submitted on behalf of the industry to the Commission for its consideration. Thereafter a complete draft of proposed rules in appropriate form was made available to all interested or affected parties upon public notice whereby they were afforded opportunity to present their views to the Commission, including such pertinent information, suggestions or objections as they desired to submit, and to be heard in the premises. Accordingly, public hearing pursuant to such notice was held in Washington, D. C., and all matters there presented, or otherwise submitted, were duly received and considered.

Upon consideration of the entire matter, final action has been taken by the Commission whereby it has approved and received, respectively, the following trade practice rules appearing under Group I and Group II.

THE RULES

These rules promulgated by the Commission are designed to foster and promote the maintenance of fair competitive conditions in the interest of the industry and the public. Their operation is to be directed toward this end and is not to permit of the use of any practice which suppresses competition, restrains trade, fixes or controls price through combination or agreement, or which otherwise injures, destroys, or prevents competition.

Group I

The unfair trade practices embraced in these Group I rules are considered to be unfair methods of competition, unfair or deceptive acts or practices, or other illegal practices, prohibited under laws administered by the Federal Trade Commission; and appropriate proceedings in the public interest will be taken by the Commission to prevent the use, by any person, partnership, corporation, or other organization subject to its jurisdiction, of such unlawful practices in commerce.

§ 154.1 *Deception in general.* It is an unfair trade practice to use, or cause or promote the use of, any advertisement, description, guarantee, warranty, testimonial, endorsement, illustration, brand, mark, or label, or any other representation or selling method, (a) which has the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public with respect to the grade, quality, quantity, material content, serviceability, nature, origin, size, construction, manufacture, processing, or distribution of any product of the industry, or with respect to the kind, grade, weight, thickness, durability, char-

acter, or finish of leather, purported leather, canvas, fiber, fabric, wood, or other material of which the product is made in whole or in part, or with respect to the stitching, lining, backing, hardware, or fittings used therein; or (b) which is false, misleading, or deceptive in any other material respect or by reason of the concealment of any material fact.* [Rule 1]

*§§ 154.1 to 154.29, inclusive, issued under the authority contained in 38 Stat. 717, as amended, and pursuant to other provisions of law administered by the Commission.

§ 154.2 *Deception through concealment and nondisclosure of material facts.* (a) To prevent deception of the purchasing public, luggage, (namely, suitcases, traveling bags, trunks, brief cases, satchels, sample cases, instrument cases, and similar articles of luggage), made in whole or in part of the several types of material mentioned below, shall be marked by stamp, tag, or label clearly and nondeceptively revealing the true character of such material, in accordance with the following provisions:

(1) *Split leather.* Where the article is made of or contains so-called split leather, or leather other than the top grain, the stamp, tag, or label shall show that such leather is split or cut from the under side of the hide and is not top grain leather, as for example:

"Split Cowhide."

Where the article is made in major proportion of top grain leather with the exception of certain recognizably distinct sections or parts, such as partitions, gussets, etc., which are made of a different kind, type, or character of leather, the stamp, tag, or label may be marked under this rule in such manner as will truthfully and nondeceptively show that the leather in the product is all top grain of a designated kind with certain other kind, type, or character of leather or material in designated parts, as for example:

"Top Grain Cowhide
With Split Cowhide Gussets
and Partitions."

(2) *Embossed or processed leather.* Where the article is made of or contains leather which has been embossed, dyed, grained, finished, or otherwise processed, in such manner as to simulate or imitate leather of a different kind, type, grade, quality, grain, or characteristic, the stamp, tag, or label shall show the true kind of leather used and reveal the fact that it is not the kind or type of leather it purports to be or that it is only an imitation or simulation thereof, as for example:

"Split Cowhide
Embossed to Imitate Walrus."

"Top Grain Cowhide
Imitation Pig Grain."

Where top grain leather has been embossed, dyed, grained, finished, or processed with a geometrical design or other

design not simulating or imitating the natural grain or characteristics of any hide or leather, the mark designating such material may be limited to showing the kind of leather and the fact that it is embossed or processed, as for example:

"Embossed Top Grain Cowhide."

"Split Cowhide
Embossed Design."

(3) *Backed material.* Where the article is made of or contains leather which is backed with fabric, or with any material other than leather, or with split leather (such backing being glued or laminated to the outer leather), the stamp, tag, or label shall disclose the fact that such leather is backed with fabric, or with certain designated material other than leather, or with split leather of a certain kind, as the case may be. For example:

"Top Grain Cowhide
Backed with Canvas."

"Top Grain Pig
Backed with Split Cowhide."

(4) *Products simulating or imitating leather.* Where the article is made of or contains, on the exterior or to any substantial extent in the interior, material other than leather but which simulates or imitates leather, the stamp, tag, or label shall show that such material is not leather but is of certain other designated material, as for example:

"Buckram."

(5) *Rayon or linen lined.* Where the article is lined with rayon fabric or otherwise contains rayon in substantial part, or where the article is lined with, or otherwise contains in substantial part, fabric which simulates or purports to be linen but is not in fact linen, the stamp, tag, or label shall disclose the fiber content of such lining or other part by use of a truthful designation thereof, as for example, "Rayon Lined," "Cotton Lined," or "Rayon and Cotton Lining," as the case may be, with the fibers stated in the order of their predominance by weight, beginning with the largest single constituent, where the fabric is composed of two or more fibers. (Where the article is of a type coming within the provisions of the Wool Products Labeling Act of 1939, the mark shall be in accordance with the requirements of said Act and the Rules and Regulations thereunder.)

(6) *Leather of substandard thickness.* Where luggage is made wholly, or in any exterior part, of leather which does not exceed two ounces per square foot as measured by the Woburn gauge, the stamp, tag, or label shall disclose the minimum weight of such leather per square foot and shall reveal the fact that the same is substandard. Nothing in this paragraph, however, shall be construed as requiring the marking of such leather parts of the article as being of substandard thickness which parts it is necessary,

in the manufacture of the article, to reduce by skiving to a thickness below the minimum, such as wetting, edging, trimming, etc., necessarily required to be skived when manufacturing the article.

(b) The information to be revealed, under the foregoing provisions of this rule, shall be set forth on the stamp, tag, or label conspicuously and nondeceptively. Manufacturers, or those first placing the products in the channels of trade, in attaching such stamps, tags, or labels, shall cause the same to be affixed to the articles in such sufficiently secure manner as to remain on the articles until they reach the ultimate purchaser or consumer after having passed through the ordinary channels of trade, thus avoiding the necessity of further marking as to matters required by this rule to be disclosed, so long as such original stamp, tag, or label is clear and truthful and remains upon the product. This shall not, however, relieve distributors, dealers, or other vendors of the necessity of seeing to it that such articles, when being offered for sale, sold, or distributed to their customers, are properly stamped, tagged, or labeled with the information required by this rule to be disclosed thereon.

(c) The sale, resale, or distribution, by any manufacturers, distributors, dealers, or other vendors, of any article covered by this rule without being properly stamped, tagged, or labeled to disclose the information herein specified, with the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public, is an unfair trade practice.* [Rule 2]

§ 154.3 *Deceptive practices as to animal designations, aniline finish, grain, embossing, processing, buffing, hardware, etc.* In offering for sale, selling, or distributing, or promoting or causing the sale or distribution of, industry products through advertisements, brands, labels, sales literature, or otherwise, it is an unfair trade practice to represent, directly or by implication:

(a) That any such product is made of a certain kind or type of leather when it is in fact composed of leather of a different kind or type; or that any leather in such product is from the hide or skin of a certain designated animal when in fact it is from a different animal; as for example, using the unqualified term "Walrus" or "Walrus Grained" as descriptive of leather which is not walrus, or the term "Calf Finish Leather" as descriptive of leather which is not in fact calf.

(b) That any such product is colored, finished, or dyed with aniline dye when such is not true in fact.

(c) That any such product or any part thereof is dyed, embossed, grained, processed, finished, or stitched in a certain manner when such is not true in fact.

(d) That any such product is composed in whole or in part of leather

when such product or part thereof is composed of material other than leather.

(e) That any such product is composed in whole or in part of top grain leather when such product or part thereof is in fact composed of split leather or of material other than top grain leather. For purposes of the rules herein set forth, leather from which either a layer of the top surface or grain, or a so-called buffing, has been removed, shall not be considered top grain leather. (See subparagraph (6) of Rule 2 (a) for requirement as to marking leather of substandard thickness.)

(f) That the hardware or any item thereof contained in any such product is brass, solid brass, or some other designated metal, when such is not true in fact or when such hardware is only plated or coated with the metal designated and the remaining metal therein is of a different kind.* [Rule 3]

§ 154.4 *Misuse of the terms "genuine," "real," "natural," "selected," "warranted," etc.* It is an unfair trade practice to use the words "Genuine," "Real," "Natural," "Selected," "Warranted," or any other term or representation of similar import, in any way as descriptive (a) of split leather; or (b) of leather which has been embossed or processed to simulate a different kind, grade, type, or quality of leather; or (c) of any simulative, imitative, or substitute material, with the capacity and tendency or effect of thereby misleading or deceiving the purchasing or consuming public.* [Rule 4]

§ 154.5 *Misuse of the terms "waterproof," "water repellent," "dustproof," or "warp-proof."* It is an unfair trade practice to use the terms "Waterproof," "Water Repellent," "Dustproof," or "Warp-proof," or any other word, term, expression, or representation of similar import, in any way as descriptive of industry products composed of canvas or other materials when such products are not in fact waterproof, water repellent, dustproof, or warp-proof, respectively.* [Rule 5]

§ 154.6 *Fictitious animal designations.* It is an unfair trade practice to use, falsely or deceptively, in advertisements, labels, tags, brands, or other representations of industry products, any depiction or device, trade name, coined name, or other name or words descriptive of such products as being made of leather from the skin or hide of an animal which is in fact non-existent.* [Rule 6]

§ 154.7 *False invoicing.* Withholding from or inserting in invoices, bills of lading, or other documents of title, any statements or information by reason of which omission or insertion a false record is made, wholly or in part, of the transactions represented on the face of such invoices, bills of lading, or other documents of title, with the effect of thereby misleading or deceiving the purchasing

or consuming public, is an unfair trade practice.* [Rule 7]

§ 154.8 *Substituting inferior materials not conforming to specifications.* The practice of using or substituting materials inferior in grade or quality to those specified in any contract or order, without the consent of the purchaser to such use or substitution, or with the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public, is an unfair trade practice.* [Rule 8]

§ 154.9 *Commercial bribery.* It is an unfair trade practice for a member of the industry, directly or indirectly, to give, or offer to give, or permit or cause to be given, money or anything of value to agents, employees, or representatives of customers or prospective customers, or to agents, employees, or representatives of competitors' customers or prospective customers, without the knowledge of their employers or principals, as an inducement to influence their employers or principals to purchase or contract to purchase products manufactured or sold by such industry member or the maker of such gift or offer, or to influence such employers or principals to refrain from dealing in the products of competitors or from dealing or contracting to deal with competitors.* [Rule 9]

§ 154.10 *Defamation of competitors or disparagement of their products.* The defamation of competitors by falsely imputing to them dishonorable conduct, inability to perform contracts, questionable credit standing, or by other false representations, or the false disparagement of the grade, quality, or manufacture of the products of competitors, or of their business methods, selling prices, values, credit terms, policies, or services, is an unfair trade practice.* [Rule 10]

§ 154.11 *Procurement of competitors' confidential information by unfair means and wrongful use thereof.* It is an unfair trade practice for any member of the industry to obtain information concerning the business of a competitor by bribery of an employee or agent of such competitor, by false or misleading statements or representations, by the impersonation of one in authority, or by any other unfair means, and to use the information so obtained in such a manner as to injure said competitor in his business or to suppress competition or unreasonably restrain trade.* [Rule 11]

§ 154.12 *Unfair threats of infringement suits.* The circulation of threats of suit for infringement of patents or trade-marks among customers or prospective customers of competitors, not made in good faith but for the purpose or with the effect of harassing or intimidating such customers or prospective customers, or of unduly hampering, injuring, or prejudicing competitors in their businesses, is an unfair trade practice.* [Rule 12]

§ 154.13 *Deceptive use of trade or corporate names, or trade-marks, etc.* The use of any trade name, corporate name, trade-mark, or other trade designation

which has the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public as to the character, name, nature, or origin of any product of the industry, or any material used therein, or in any other material respect, is an unfair trade practice.* [Rule 13]

§ 154.14 *Imitation of trade-marks, trade names, etc.* The imitation or simulation of the trade-marks, trade names, brands, or labels of competitors, with the capacity and tendency or effect of thereby misleading or deceiving the purchasing or consuming public, is an unfair trade practice.* [Rule 14]

§ 154.15 *Coercing purchase of one product as a prerequisite to the purchase of other products.* The practice of coercing the purchase of one or more products as a prerequisite to the purchase of one or more other products, where the effect may be to substantially lessen competition or tend to create a monopoly or to unreasonably restrain trade, is an unfair trade practice.* [Rule 15]

§ 154.16 *Inducing breach of contract.* Inducing or attempting to induce the breach of existing lawful contracts between competitors and their customers or their suppliers by any false or deceptive means whatsoever, or interfering with or obstructing the performance of any such contractual duties or services by any such means, with the purpose and effect of unduly hampering, injuring, or prejudicing competitors in their businesses, is an unfair trade practice.* [Rule 16]

§ 154.17 *Misrepresentation as to character of business.* For any person, firm, or corporation to hold himself or itself out to the public as a manufacturer or wholesaler when such is not the fact, or in any other manner to misrepresent the character, extent, or type of his or its business, is an unfair trade practice.* [Rule 17]

§ 154.18 *Misuse of terms "special," "bargain," "close-outs," "discontinued lines," etc.* It is an unfair trade practice to advertise, describe, or otherwise represent regular lines of merchandise as "Special," "Bargain," "Close-outs," "Discontinued Lines," or by words or representations of similar import, when such are not true in fact; or to so advertise, describe, or otherwise represent merchandise where the capacity and tendency or effect thereof is to lead the purchasing and consuming public to believe such merchandise is being offered for sale or sold at greatly reduced prices or at so-called "bargain" prices when such is not the fact.* [Rule 18]

§ 154.19 *Deception in distribution of special lots.* In the case of lots or quantities of luggage advertised or offered for sale at so-called special or bargain sales or reduced price sales or otherwise, it is an unfair trade practice to use advertisements or representations thereof which import or imply that such merchandise consists entirely or in substantial or greater part of products or articles of well-known manufacturers or of well-known or reputable brands or of

products or articles of certain high quality, grade, or price, when no such products or articles are contained in said lot or quantity of merchandise or when only a relatively small quantity or number thereof is contained in such merchandise and said fact is not fully and nondeceptively disclosed in the advertisements and representations, or when such advertisements or representations otherwise have the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public.* [Rule 19]

§ 154.20 *Misuse of word "free."* The use of the word "free," or the equivalent thereof, where not properly or fairly qualified when the article is in fact not free, with the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public, is an unfair trade practice.* [Rule 20]

§ 154.21 *Fictitious prices.* It is an unfair trade practice to sell or offer for sale industry products at prices purported to be reduced from what are in fact fictitious prices, or to sell or offer for sale such products at a purported reduction in price when such purported reduction is in fact fictitious or is otherwise misleading or deceptive.* [Rule 21]

§ 154.22 *Use of lottery schemes.* The offering or giving of prizes, premiums, or gifts in connection with the sale of industry products, or as an inducement thereto, by any scheme which involves lottery or scheme of chance, is an unfair trade practice.* [Rule 22]

§ 154.23 *Unlawful interference.* It is an unfair trade practice for any member of the industry, by means of any monopolistic practices, or through combination, conspiracy, coercion, boycott, threats, or any other unlawful means, directly or indirectly, to interfere with a competitor's right to purchase his materials and supplies from whomsoever he chooses, or to sell to whomsoever he chooses.* [Rule 23]

§ 154.24 *Selling below cost.* The practice of selling industry products below the seller's cost, when pursued with wrongful intent of thereby injuring a competitor and where the effect of such practice is to unreasonably restrain trade, tend to create a monopoly, or substantially lessen competition, is an unfair trade practice.

This rule is not to be construed as prohibiting all sales below cost, but only such selling below the seller's cost as is resorted to and pursued as a monopolistic practice with the wrongful intent referred to and coupled with the effect of unreasonably restraining trade, tending to create a monopoly, or substantially lessening competition.

The costs referred to in the rule are actual costs of the respective seller and not some other figure or average costs in the industry determined by an industry cost survey or otherwise.* [Rule 24]

§ 154.25 *Discrimination—(a) Prohibited discriminatory prices, or rebates, refunds, discounts, credits, etc., which effect unlawful price discrimination.* It

is an unfair trade practice for any member of the industry engaged in commerce,¹ in the course of such commerce, to grant or allow, secretly or openly, directly or indirectly, any rebate, refund, discount, credit, or other form of price differential, where such rebate, refund, discount, credit, or other form of price differential, effects a discrimination in price between different purchasers of goods of like grade and quality, where either or any of the purchases involved therein are in commerce,¹ and where the effect thereof may be substantially to lessen competition or tend to create a monopoly in any line of commerce,¹ or to injure, destroy, or prevent competition with any person who either grants or knowingly receives the benefit of such discrimination, or with customers of either of them: *Provided, however—*

(1) That the goods involved in any such transaction are sold for use, consumption, or resale within any place under the jurisdiction of the United States;

(2) That nothing herein contained shall prevent differentials which make only due allowance for differences in the cost of manufacture, sale, or delivery resulting from the differing methods or quantities in which such commodities are to such purchasers sold or delivered;

(3) That nothing herein contained shall prevent persons engaged in selling goods, wares, or merchandise in commerce¹ from selecting their own customers in bona fide transactions and not in restraint of trade;

(4) That nothing herein contained shall prevent price changes from time to time where made in response to changing conditions affecting either (a) the market for the goods concerned, or (b) the marketability of the goods, such as, but not limited to, actual or imminent deterioration of perishable goods, obsolescence of seasonal goods, distress sales under court process, or sales in good faith in discontinuance of business in the goods concerned.

(b) *Prohibited brokerage and commissions.* It is an unfair trade practice for any member of the industry engaged in commerce¹, in the course of such commerce, to pay or grant, or to receive or accept, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, except for services rendered in connection with the sale or purchase of goods, wares, or merchandise, either to the other party to such transaction or to an agent, representative, or other intermediary therein where such intermediary is acting in fact for or in behalf, or is subject to the direct or indirect control, of any party to such transaction other than the person by whom such compensation is so granted or paid.

¹ See footnote to § 154.26.

(c) *Prohibited advertising or promotional allowances, etc.* It is an unfair trade practice for any member of the industry engaged in commerce¹ to pay or contract for the payment of advertising or promotional allowances or any other thing of value to or for the benefit of a customer of such member in the course of such commerce as compensation or in consideration for any services or facilities furnished by or through such customer in connection with the processing, handling, sale, or offering for sale, of any products or commodities manufactured, sold, or offered for sale by such member, unless such payment or consideration is available on proportionally equal terms to all other customers competing in the distribution of such products or commodities.

(d) *Prohibited discriminatory services or facilities.* It is an unfair trade practice for any member of the industry engaged in commerce¹ to discriminate in favor of one purchaser against another purchaser or purchasers of a commodity bought for resale, with or without processing, by contracting to furnish or furnishing, or by contributing to the furnishing of, any services or facilities connected with the processing, handling, sale, or offering for sale of such commodity so purchased upon terms not accorded to all purchasers on proportionally equal terms.

(e) *Inducing or receiving an illegal discrimination in price.* It is an unfair trade practice for any member of the industry engaged in commerce¹, in the course of such commerce, knowingly to induce or receive a discrimination in price which is prohibited by the foregoing provisions of this section.

(f) *Purchases by schools, colleges, universities, public libraries, churches, hospitals, and charitable institutions not operated for profit.* The foregoing provisions of this section relate to practices within the purview of the Robinson-Patman Antidiscrimination Act, which Act and the application thereunder of this section are subject to the limitations expressed in the amendment to such Robinson-Patman Antidiscrimination Act, which amendment was approved May 26, 1938, and reads as follows:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That nothing in the Act approved June 19, 1936 (Public, Numbered 692, Seventy-Fourth Congress, second session), known as the Robinson-Patman Antidiscrimination Act, shall apply to purchases of their supplies for their own use by schools, colleges, universities, public libraries, churches, hospitals, and charitable institutions not operated for profit. (52 Stat. 466; Supp. 4 U.S.C. Title 15, Sec. 13c).

* [Rule 25]

§ 154.26 *Discriminatory returns.* It is an unfair trade practice for any member of the industry, engaged in com-

merce,¹ to discriminate in favor of one customer-purchaser against another customer-purchaser of the products of this industry, bought from such member of the industry for resale, by contracting to furnish or furnishing in connection therewith, upon terms not accorded to all customer-purchasers on proportionally equal terms, the service or facility whereby such favored purchaser is accorded the privilege of returning industry products so purchased and receiving therefor credit or refund of purchase price: *Provided, however,* Nothing in any of the rules herein shall prohibit or be used to prevent the return of merchandise by purchaser, for credit or refund of purchase price, when and because such merchandise has not been properly labeled in accordance with the requirements of these rules, or has been otherwise falsely or deceptively labeled or represented, or when and because such merchandise is defective in material, workmanship, or in any other respect contrary to warranty or purchase contract.* [Rule 26]

§ 154.27 *False or misleading price quotations.* The publishing or circulating by any member of the industry of false or misleading price quotations, price lists, or terms of sale, with the capacity and tendency or effect of thereby misleading or deceiving the purchasing or consuming public, is an unfair trade practice.* [Rule 27]

§ 154.28 *Consignment distribution.* It is an unfair trade practice for any member of the industry to employ the practice of shipping industry products on consignment or pretended consignment for the purpose and with the effect of artificially clogging or closing trade outlets and unduly restricting competitors' use of said trade outlets in getting their products to consumers through regular channels of distribution, thereby injuring, destroying, or preventing competition or tending to create a monopoly or to unreasonably restrain trade. Nothing in this rule shall be construed as restricting or preventing consignment shipping or marketing of industry products in good faith where suppression of competition, restraint of trade, or undue interference with competitors' use of the usual channels of distribution, is not effected.* [Rule 28]

¹ As here used, the word "commerce" means trade or commerce among the several States and with foreign nations, or between the District of Columbia or any Territory of the United States and any State, Territory, or foreign nation, or between any insular possessions or other places under the jurisdiction of the United States, or between any such possession or place and any State or Territory of the United States or the District of Columbia or any foreign nation, or within the District of Columbia or any Territory or any insular possession or other place under the jurisdiction of the United States; *Provided*, That this shall not apply to the Philippine Islands.

§ 154.29 *Aiding or abetting use of unfair trade practices.* It is an unfair trade practice for any person, firm, or corporation to aid, abet, coerce, or induce another, directly or indirectly, to use or promote the use of any unfair trade practice specified in these rules.* [Rule 29]

Group II

Compliance with trade practice provisions embraced in Group II rules is considered to be conducive to sound business methods and is to be encouraged and promoted individually or through voluntary cooperation exercised in accordance with existing law. Non observance of such rules does not, *per se*, constitute violation of law. Where, however, the practice of not complying with any such Group II rules is followed in such manner as to result in unfair methods of competition, or unfair or deceptive acts or practices, corrective proceedings may be instituted by the Commission as in the case of violation of Group I rules.

Rule A. The industry recommends that all contracts should embody specifically and in full detail the quality, kind, and finish of any leather or substitute therefor required to be furnished under the terms of such contracts and that all other materials to be used shall be specifically described in proper and customary form and wording.

A committee on trade practices is hereby created by the industry to cooperate with the Federal Trade Commission and to perform such acts as may be legal and proper to put these rules into effect.

Promulgated and issued by the Federal Trade Commission September 17, 1941.

JOE L. EVINS,
Acting Secretary.

[F. R. Doc. 41-6942; Filed, September 16, 1941;
11:40 a. m.]

TITLE 30—MINERAL RESOURCES CHAPTER III—BITUMINOUS COAL DIVISION

[Docket No. A-650]

PARTS 327 AND 328—MINIMUM PRICE SCHEDULE, DISTRICTS NOS. 7 AND 8

ORDER GRANTING RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD NO. 7 FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR DOMESTIC SIZE COALS WHEN SHIPPED AS LAKE CARGO FROM DISTRICTS 1 THROUGH 4 AND 6 THROUGH 8 TO CERTAIN DESTINATIONS IN MARKET AREA 21

A petition having been filed with the Bituminous Coal Division, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, by District Board 7 seeking increases in the effective minimum prices established for the low volatile coals of

Districts 7 and 8 in Size Groups 1 to 4 and 6, and the high volatile coals of District 7 and coals of other districts in related size groups for shipment as lake cargo to all destinations along Lake Erie, Lake St. Claire, and the Detroit River from Monroe or the south to and including Mt. Clemens on the north;

District Boards 1, 2, 4, and 6, the New River Company and the Carter Coal Company, code member producers in District 7, and the Detroit All-Rail Coal Merchants' Committee having filed petitions of intervention;

A hearing in this matter having been held before a duly designated Examiner of the Division at hearing rooms of the Division in Washington, D. C., at which all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard;

Temporary relief pending final disposition of this proceeding having been granted by Order of the Director;

The preparation and filing of a report by the Examiner having been waived and the record having thereupon been submitted to the undersigned;

The undersigned having made Findings of Fact and Conclusions of Law and having rendered an Opinion, which are filed herewith;

Now, therefore, it is ordered, That § 327.12 (*General prices for low volatile coals*) in the Schedule of Effective Minimum Prices for District No. 7 for All Shipments Except Truck be and it hereby is revised by adding the following note:

NOTE 1: The above prices shall be increased for shipments to all points within the United States on Lake Erie, Lake St. Claire or the Detroit River, and tributaries thereof between Monroe, Michigan, on the south to and including Mt. Clemens, Michigan, on the north by not less than the following amounts per ton:

	Cents
Size Groups 1-3.....	50
Size Groups 4, 6.....	25

Provided, however, That such prices, when so increased, may be reduced for shipments during the following months by not more than the following amounts in cents per ton:

	Size groups
Date of shipment:	1, 2, 3 4, 6
April.....	50 25
May.....	40 20
June.....	30 15
July.....	20 10
August.....	10 5

The date of shipment from the mine and not the date of sale shall govern the reduction applicable.

It is further ordered, That § 328.22 (*General prices for low volatile coals*) in the Schedule of Effective Minimum Prices for District No. 8 for All Shipments Except Truck be and it hereby is revised by adding the following note:

NOTE 1: The above prices shall be increased for shipments to all points within the United States on Lake Erie, Lake St. Claire, or the Detroit River, and tributaries thereof between Monroe, Michigan, on the south to and including Mt. Clemens, Michi-

gan, on the north by not less than the following amounts per ton:

	Cents
Size Groups 1-3.....	50
Size Groups 4, 6.....	25

Provided, however, That such prices, when so increased, may be reduced for shipments during the following months by not more than the following amounts in cents per ton:

	Size groups
Date of shipment:	1, 2, 3 4, 6
April.....	50 25
May.....	40 20
June.....	30 15
July.....	20 10
August.....	10 5

The date of shipment from the mine and not the date of sale shall govern the reduction applicable.

It is further ordered, That the prayers for relief contained in the petition filed herein by District Board 7 should be granted to the extent set forth above and in all other respects denied.

Dated: September 15, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-6929; Filed, September 16, 1941;
9:55 a. m.]

TITLE 32—NATIONAL DEFENSE CHAPTER XI—OFFICE OF PRICE ADMINISTRATION PART 1335—CHEMICALS

PRICE SCHEDULE NO. 28—ETHYL ALCOHOL

A sharp increase in the demand for ethyl alcohol has occurred in recent months. Ethyl alcohol is not only essential for the production of high explosives used by the armed forces, but is also used in the manufacture of many civilian products related to national defense. Upon the price of ethyl alcohol depends the price of many other essential chemicals. Investigation by the Office of Price Administration reveals that since the beginning of this year the tank car price of ethyl alcohol SD2B, the basic formula among those affected by this schedule, has risen from 22½ cents per gallon to 24½ cents per gallon and is threatening to rise even higher. The average price of the same formula in 1940 was 20½ cents per gallon. On August 30, 1941, producers, dealers, and purchasers of industrial solvents were requested by the Administrator of the Office of Price Administration not to raise prices above the July 29, 1941, level without prior consultation with his Office. Despite this request and without prior consultation, one of the largest manufacturers of ethyl alcohol recently quoted a price of 49 cents per gallon for SD2B with respect to a proposed order for defense purposes. Other increases in price have also been noted, although the majority of the industry has shown cooperation in keeping the price of SD2B at 24½ cents. After a conference with members of the

industry, the Office of Price Administration has determined that, under existing circumstances, there is no justifiable reason for raising the price above 24½ cents, and that further increases in price would therefore be inflationary in character.

Such an inflationary movement in the price of prime chemicals would tend to weaken the defense effort by causing dislocations, price spiraling, and profiteering.

Accordingly, under the authority vested in me by Executive Order No. 8734, it is hereby directed that:

§ 1335.150 *Maximum prices for ethyl alcohol.* On and after September 15, 1941, regardless of the terms of any contract of sale or purchase, or other commitment, no manufacturer shall sell, offer to sell, deliver or transfer ethyl alcohol in quantities of 500 gallons or more when packaged in containers of 50 gallons or more, and no person shall buy, offer to buy, or accept deliveries of ethyl alcohol in quantities of 500 gallons or more when so packaged, from any manufacturer, at prices higher than the maximum prices set forth in Appendix A incorporated herein as § 1335.159.*

*§§ 1335.150 to 1335.159 inclusive, issued pursuant to authority contained in Executive Order No. 8734.

§ 1335.151 *Less than maximum prices.* Lower prices than those set forth in Appendix A may be charged, demanded, paid or offered.*

§ 1335.152 *Evasion.* The price limitations set forth in this Schedule shall not be evaded whether by direct or indirect methods in connection with a purchase, sale, delivery, or transfer of ethyl alcohol, or in connection with a purchase, sale, delivery, or transfer of any other material by way of any commission, service, transportation, or other charge or discount, premium, or other privilege, or by tying-agreement, or other trade understanding, or otherwise.*

§ 1335.153 *Records and reports.* Every person making purchases or sales of ethyl alcohol in quantities of 500 gallons or more shall keep for inspection by the Office of Price Administration for a period of not less than one year complete and accurate records of each sale showing the date thereof, and the name and address of the buyer, the prices received, the specifications and quantity, including the size of the containers of the ethyl alcohol sold.*

§ 1335.154 *Affirmations of compliance.* On or before October 10, 1941, and on or before the 10th day of each month thereafter, every manufacturer who, during the preceding calendar month, has made sales of ethyl alcohol in quantities of 500 gallons or more when packaged in containers of 50 gallons or more, whether for immediate or future deliv-

ery, shall submit to the Office of Price Administration an affirmation of compliance on Form 128:1, containing a sworn statement that during such month all such sales were made at prices in compliance with this Schedule or with any exception or modification thereof. Copies of Form 128:1 can be procured from the Office of Price Administration, or, provided that no change is made in the style and content of the Form and that it is reproduced on 8 x 10½ paper, they may be prepared by persons required to submit affirmations of compliance hereunder.*

§ 1335.155 *Enforcement.* In the event of refusal or failure to abide by the price limitations, record requirements, or other provisions of this Schedule, or in the event of any evasion or attempt to evade the price limitations or other provisions of this Schedule, the Office of Price Administration will make every effort to assure (a) that the Congress and the public are fully informed thereof, (b) that the powers of the Government are fully exerted in order to protect the public interest and interests of those persons who comply with this Schedule, and (c) that the procurement services of the Government are requested to refrain from purchasing ethyl alcohol from those persons who fail to conform to this Schedule. Persons who have evidence of the offer, receipt, or demand of payment of prices higher than the maximum prices, or of any evasion or effort to evade the provisions hereof, or of speculation or of manipulation of prices of ethyl alcohol, or of the hoarding or accumulation of unnecessary inventories thereof, are urged to communicate with the Office of Price Administration.*

§ 1335.156 *Modification of the schedule.* Persons complaining of hardship or inequity in the operation of this Schedule may apply to the Office of Price Administration for approval of any modification thereof, or exception therefrom.*

§ 1335.157 *Definitions.* When used in this Schedule the term:

(a) "Person" means an individual, partnership, association, corporation, or other business entity.

(b) "Manufacturer" means a person operating a factory, plant, or distillery, which manufactures or produces ethyl alcohol.

(c) "Ethyl alcohol" means the formulae of ethyl alcohol listed in Appendix A hereof and specified by or registered with the United States Treasury Department, Bureau of Internal Revenue.*

§ 1335.158 *Effective date of the schedule.* This Schedule shall become effective on September 15, 1941.*

§ 1335.159 *Appendix A, maximum prices for ethyl alcohol.* The following maximum prices are established for ethyl alcohol (188-190 proof unless other-

wise indicated) of the formulae listed below:

(a) *Tank cars in eastern territory:*

Per gallon	
CD12-----	\$0.325 f. o. b. shipping point.
CD13-----	.325 f. o. b. shipping point.
CD14-----	.325 f. o. b. shipping point.
SD1-----	.275 at works.
SD2B-----	.245 at works.
SD3A-----	.275 at works.
SD12A-----	.255 at works.
SD23A-----	.275 at works.
SD23G-----	.305 at works.
SD23H-----	.280 at works.
Proprietary name CDA--	.325 f. o. b. shipping point.
Proprietary name solvent-----	.285 at works.

(b) To determine the price for quantities of less than tank cars, the following differentials may be added to the maximum tank car prices set forth in paragraph (a) above:

Containers included	
Drums CL-----	\$0.07
19 drums—LCL-----	.09½
1-18 drums-----	.12½
Barrels CL-----	.11
19 barrels-----	.13
1-18 barrels-----	.16

(c) To determine the maximum prices in the Pacific Territory, 4 cents per gallon may be added to the maximum prices established in paragraph (a) and (b) above, as the case may be.

(d) To determine the price of anhydrous ethyl alcohol (200 proof), 3 cents per gallon may be added to the maximum prices established in paragraphs (a), (b) or (c) above, as the case may be.

(e) For purposes of this Schedule the term "Eastern" territory shall be deemed to include all the states east of and including New Mexico, Colorado, Wyoming and Montana and the term "Western" territory shall be deemed to include all other states of the United States.*

Issued this 15th day of September 1941.

LEON HENDERSON,
Administrator.

[F. R. Doc. 41-6918; Filed, September 15, 1941; 4:32 p. m.]

TITLE 50—WILDLIFE

CHAPTER I—FISH AND WILDLIFE SERVICE

PART 26—EAST CENTRAL REGION NATIONAL WILDLIFE REFUGES

SENEY NATIONAL WILDLIFE REFUGE, MICHIGAN

Under authority of section 84 of the act of March 4, 1909, as amended by the act of April 15, 1924, 43 Stat. 98, the administration of which was transferred to the Secretary of the Interior on July 1, 1939, by Reorganization Plan No. II (53 Stat. 1431), and in extension of § 12.9 of the regulations of December 19,

* 6 FR. 1917.

1940,¹ for the administration of national wildlife refuges, the following regulations permitting and governing the hunting of deer within the Seney National Wildlife Refuge, Michigan, are made and prescribed:

§ 26.825a *Seney National Wildlife Refuge, Michigan; hunting of deer.* Deer may be taken during the open season prescribed therefor by the Commission of Conservation of the State of Michigan each year until further notice on lands of the United States within the Seney National Wildlife Refuge, Michigan, under the following special provisions, conditions, restrictions, and requirements:

(a) *Area open to hunting of deer.* The hunting of deer on the Seney National Wildlife Refuge, Michigan, is permitted on the lands described as follows: All the lands of the United States situated west of the Driggs River to its confluence with the Manistique River and thence west of the Manistique River to the south boundary of the refuge in T. 44 N., Rs. 13 and 14 W., and in T. 45 N., R. 14 W.; all the lands of the United States situated in the following subdivisions: Secs. 1 to 6, inclusive, T. 44 N., R. 15 W.; all of T. 45 N., R. 15 W.; secs. 31 to 36, inclusive, T. 46 N., R. 15 W.; sec. 1, T. 44 N., R. 16 W.; secs. 1, 12, 13, 24, 25, and 36, T. 45 N., R. 16 W.; and sec. 36, T. 46 N., R. 16 W.; Michigan Meridian.

(b) *Compliance with State laws and regulations.* Any person who hunts on the refuge shall have in his possession a valid hunting license issued by the State of Michigan authorizing him to hunt deer, which said license shall serve as a Federal permit for hunting deer on the refuge. The license must be exhibited upon the request of any representative of the Michigan Commission of Conservation authorized to enforce the State game laws or of any representative of the Department of the Interior. The licensee shall comply in every respect with the State laws and regulations governing the hunting of deer and must also upon request of any of the aforesaid representatives exhibit for inspection all game killed by him or in his possession. Failure of any person hunting upon the refuge to comply with any of the conditions, restrictions, or requirements of these regulations will be sufficient cause for removing such person from the refuge and for refusing him further hunting privileges on the refuge.

(c) *Disorderly conduct, intoxication.* No person who is visibly intoxicated will be permitted to enter upon the refuge for the purpose of hunting hereunder, and any person who indulges in any disorderly conduct on the refuge will be removed therefrom by the officer in charge and dealt with as prescribed by law.

(d) *Entry upon refuge.* Persons entering the refuge for the purpose of hunting, as permitted by these regulations,

shall use such established routes of travel as may be designated by suitable posting by the officer in charge and shall not otherwise enter upon the refuge.

JOHN J. DEMPSEY,
Acting Secretary of the Interior.

Date: September 3, 1941.

[F. R. Doc. 41-6921; Filed, September 16, 1941;
9:34 a. m.]

PART 212—COPPER RIVER AREA FISHERIES

Section 212.4 is hereby amended to read as follows:

§ 212.4 *Closing date for salmon fishing.* Commercial fishing for salmon is prohibited after 6 o'clock postmeridian September 18 in each calendar year. (Sec. 1, 44 Stat. 752; 48 U.S.C. 221)

Section 212.7 is hereby amended to read as follows:

§ 212.7 *Salmon fishing limited to drift gill nets.* Commercial fishing for salmon shall be conducted solely by drift gill nets without the attachment of anything to obstruct their free movement through the water at all times: *Provided*, That gill nets attached to anchored boats or other anchored floating equipment may be used from 6 o'clock antemeridian August 10 to 6 o'clock postmeridian September 18 in each calendar year. (Sec. 1, 44 Stat. 752; 48 U.S.C. 221)

Section 212.10 is hereby amended to read as follows:

§ 212.10 *Waters closed to salmon fishing.* Commercial fishing for salmon is prohibited within 500 yards of the Grass Banks, except that from 6 o'clock antemeridian August 10 to 6 o'clock postmeridian September 18 in each calendar year such fishing is permitted within 500 yards of the Grass Banks by means of gill nets not exceeding 200 fathoms each in length attached to anchored boats or other anchored floating equipment. All fishing is prohibited at all times within the sloughs and within 500 yards of their mouths. (Sec. 1, 44 Stat. 752; 48 U.S.C. 221)

PART 226—SOUTHEASTERN ALASKA AREA, SUMNER STRAIT DISTRICT, SALMON FISHERY

Section 226.9 is hereby amended to read as follows:

§ 226.9 *Closed seasons; exceptions.* Commercial fishing for salmon other than trolling is prohibited, except in Ernest Sound, Zimovia Strait, and Bradford Canal, prior to 6 o'clock antemeridian July 20 in each calendar year, from 6 o'clock postmeridian August 25 to 6 o'clock antemeridian October 5 in each year, and for the remainder of each calendar year after 6 o'clock postmeridian October 25: *Provided*, That this prohibition shall not apply to the use of gill nets and beach seines in Wrangell Narrows, exclusive of all waters within 1 statute mile of the mouth of Petersburg Creek,

from 6 o'clock antemeridian September 1 to 6 o'clock postmeridian September 9. (Sec. 1, 44 Stat. 752; 48 U.S.C. 221)

JOHN J. DEMPSEY,
Acting Secretary of the Interior.

SEPTEMBER 8, 1941.

[F. R. Doc. 41-6922; Filed, September 16, 1941;
9:35 a. m.]

Notices

WAR DEPARTMENT.

[AG 325 (9-3-41) MT-C]

INDUCTION OF THE 127TH OBSERVATION SQUADRON, KANSAS NATIONAL GUARD, EFFECTIVE OCTOBER 6, 1941

1. Pursuant to and in compliance with the provisions of Executive Order Number 8756,¹ May 17, 1941, amending Executive Order Number 8633, January 14, 1941, ordering certain units and members of the National Guard of the United States into the active military service of the United States, effective on dates to be announced in War Department orders, October 6, 1941, is hereby announced as the effective date of induction for the following organization:

Unit	State
127th Observation Squadron	Kansas

2. Separate instructions will be transmitted for the troop movements to be made following induction.

3. The Governor and the Adjutant General of Kansas are being furnished copies of this letter. (Sec. 111, 39 Stat. 211, sec. 49, 41 Stat. 784; 32 U.S.C. 81)
Dated: September 10, 1941.

[SEAL] E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-6923; Filed, September 16, 1941;
9:35 a. m.]

[Contract No. W 398 qm-10140; O. I. No. 4322]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: DIAMOND T MOTOR CAR COMPANY, CHICAGO, ILLINOIS

Contract for: Trucks * * *

Amount: \$3,717,966.25.

Place: Holabird Quartermaster Depot, Baltimore, Maryland.

This contract, entered into this 5th day of June 1941.

Scope of this contract. The contractor shall furnish and deliver * * * Trucks * * *; Total amount, \$3,717,966.25; in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and

¹ 5 F.R. 5284.

¹ 6 F.R. 2474.

without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article I, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 1801 P 37-3053 A 0525.003-01 the available balance of which is sufficient to cover cost of same.

This contract authorized under Sec. (1) a Act of July 2, 1940 (Public No. 703—76th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6924; Filed, September 16, 1941;
9:36 a. m.]

[Contract No. W-ORD-518]

**SUMMARY OF A COST-PLUS-A-FIXED-FEE
NEW ORDNANCE FACILITY CONSTRUCTION
AND OPERATION CONTRACT**

CONTRACTOR: J-M SERVICE CORPORATION,
NEW YORK, NEW YORK

Contract¹ for: Furnishing management service (including subcontracts for architect-engineer services and construction of a new ordnance facility and installation of equipment therein), procuring production equipment, training key personnel for and operating a new ordnance facility for the loading of fixed rounds, shells, bombs, fuses, boosters, detonators, and artillery primers.

Place: Near Parsons, Kansas.

Estimated cost of management service (including cost of architect-engineer and construction subcontracts) under Title I: \$23,081,620.00.

Fixed-fee for management service under Title I: \$110,000.00.

Estimated cost of procuring equipment under Title II: \$4,030,000.00.

Fixed-fee for procuring equipment under Title II: \$44,000.00.

Estimated Cost of Training Key Personnel under Title III (optional): \$250,000.00.

Fixed-fee for Training Key Personnel under Title III: \$1.00.

Estimated cost of operation under Title IV (optional): \$23,305,000.00.

Fixed-fee for operation under Title IV: \$395,000.00.

The new ordnance facility, services and supplies to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

ORD 27,032 P99 A0141-02
ORD 27,033 P99 A0141-02
ORD 50,181 P510-31 A0025-13
ORD 50,182 P531-32 A0025-13

This contract, entered into this 4th day of August 1941.

TITLE I—Management Service

ART. I-A. Description of new ordnance facility. The new ordnance facility, hereinafter referred to as the "Plant", and designated as Kansas Ordnance Plant, shall comprise a plant at or near Parsons, Kansas, upon a site to be furnished and made available by the Government, for the loading of fixed rounds, shells, bombs, fuzes, boosters, detonators and artillery primers.

ART. I-B. Statement of work. 1. The Contractor shall, in the shortest reasonable time, furnish the labor, materials, tools, machinery, equipment, facilities, utilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of a Plant of the type and capacity described in Article I-A hereof.

2. In the performance of the work described in Section 1 of this Article I-B, the Contractor shall:

a. Furnish management service covering supervision, direction and control of the designing (including designing of the production equipment), engineering and construction (including the installation of the production equipment) of the Plant, and subject to the approval of the Contracting Officer, establish, equip and maintain adequate guard and fire fighting forces.

b. Subcontract, on forms prescribed by The Quartermaster General, for Architect-Engineer services covering design (including necessary design of production equipment) and engineering and subcontract for the construction (including the installation of production equipment) of the Plant, with subcontractors selected by The Quartermaster General and approved by the Contractor.

4. The Government shall furnish the Contractor such available schedules of preliminary data, layout sketches, and

other available information respecting sites, topography, soil conditions, outside utilities and equipment, and shall make available to the Contractor such Government designs, drawings, specifications, details, standards and safety practices as are on hand in the offices of the Chief of Ordnance and The Quartermaster General and are applicable to the design, construction, and equipping of the said Plant.

5. All of the Contractor's notes and other data concerning the design, construction and equipping of the Plant shall become the property of the Government.

ART. I-C. Estimates. It is estimated that the total cost of the work under this Title I will be approximately twenty-three million eighty-one thousand six hundred twenty dollars (\$23,081,620.00), including the cost of all subcontracts but excluding the Contractor's fee and the procurement of production equipment provided for in Title II hereof.

ART. I-D. Consideration. As consideration for its undertaking under this Title I the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee in the amount of one hundred ten thousand dollars (\$110,000.00) which shall constitute complete compensation for the Contractor's services.

TITLE II—Procurement of Production Equipment

ART. II-A. Statement of work. The Contractor shall, in the shortest reasonable time, determine the production equipment requirements for the Plant and shall, subject to the approval of the Contracting Officer, thereupon proceed to do all things necessary and incident to the procurement of the production equipment required.

ART. II-B. Estimates. It is estimated that the total cost under this Title II will be approximately four million thirty thousand dollars (\$4,030,000.00), exclusive of the Contractor's fee.

ART. II-C. Consideration. As consideration for its undertaking under this Title II the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee in the amount of forty-four thousand dollars (\$44,000.00), which shall constitute complete compensation for the Contractor's services.

TITLE III—Training of Key Personnel (Optional)

ART. III-A. Statement of work. The obligation of the Contractor to proceed with the work under this Title III shall be conditioned upon receipt by the Contractor of notice in writing from the Contracting Officer so to do. Upon receipt by the Contractor of such notice, the Contractor shall hire or select the key personnel necessary for the operation of

¹ Approved by the Under Secretary of War August 9, 1941.

the Plant, and when such personnel is available shall proceed to train such personnel in the duties and functions of their respective positions, at the Contractor's plants, at Ordnance establishments, or elsewhere, in order that they will have obtained experience with the processes and operations involved in the Plant at any time when the Government shall exercise its option under Section 1 of Article IV-A of Title IV.

ART. III-B Estimate. It is estimated that the cost of the work under this Title III will be approximately two hundred fifty thousand dollars (\$250,000.00), exclusive of the Contractor's fee.

ART. III-C Consideration. As consideration for its undertaking under this Title III the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee of one dollar (\$1.00) which shall constitute complete compensation for the Contractor's services under this Title III, including profit.

TITLE IV—Operation of Plant (Optional)

ART. IV-A. Statement of work. 1. The obligation of the Contractor to proceed with the work under this Title IV shall be conditioned upon receipt by the Contractor within * * * months after the date of approval of this contract of the notice provided for in Section 1 of Article III-A of Title III hereof and receipt by the Contractor of notice in writing from the Contracting Officer so to do. Immediately upon receipt by the Contractor of such notice, and concurrently with the performance of the work required of it under Titles I, II and III hereof, the Contractor shall undertake all preparations necessary for the subsequent operation of the Plant, including the necessary training of personnel for such operation in addition to the key personnel trained pursuant to Title III hereof, and all other services incident to setting up an efficient and going operating force.

2. As each operating unit of the Plant is completed and ready for operation and the necessary preparation for operation and training of personnel has proceeded to a point where operation is practicable the Contractor shall so notify the Contracting Officer in writing and shall proceed to operate it as directed from time to time by the Contracting Officer.

3. Notwithstanding the fact that the construction and equipping of the Plant as a whole shall not have been completed, when all operating units thereof are completed and ready for operation, the Contractor shall so notify the Contracting Officer in writing, and from and after the date of said notice the Contractor shall operate said Plant for a period of * * * months: *Provided, however,* That in no event shall the Contractor be obligated to operate said Plant either partially or completely under this Section 3 or Section 2 immediately preced-

ing for a total period of more than * * * months after the Contractor has notified the Contracting Officer in writing that the first operating unit of said Plant is completed and ready for operation as provided in Section 2 above.

4. Upon written notice to the Contractor not less than * * * days before the anticipated completion of the operation provided for in Section 3 next above, the Government may, at its option, authorize the continued operation of the Plant for an additional period of * * * months, and the Contractor shall undertake such continued operation under the terms and conditions of this contract applicable to the operation of the Plant (including those relating to the fixed-fee for such additional operation, which fee shall be that provided in Section 3 of Article IV-C hereof).

ART. IV-B. Estimates. It is estimated that the cost of the work under this Title IV will be twenty-three million three hundred five thousand dollars (\$23,305,000.00), exclusive of the cost of continued operation covered by the option therefor provided in Section 4 of Article IV-A hereof, and exclusive of the Contractor's fee.

ART. IV-C. Consideration. As consideration for its undertaking under this Title IV the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V hereof.

2. A fixed-fee for the work under Sections 1, 2 and 3 of Article IV-A hereof in the amount of three hundred ninety-five thousand dollars (\$395,000.00), which fee shall constitute complete compensation (except for continued operation) for Contractor's services.

3. A fixed-fee for continued operation provided in Section 4 of Article IV-A hereof in the amount of three hundred ninety-five thousand dollars (\$395,000.00), which fee shall constitute complete compensation for Contractor's services during continued operation.

TITLE V—Cost of the Work and Payment Therefor

ART. V-A. Reimbursement for contractor's expenditures. The Contractor shall be reimbursed in the manner hereinafter described for such of its actual expenditures in the performance of the work under this contract, as may be approved or ratified by the Contracting Officer.

ART. V-B. Payments—Reimbursement for cost. 1. *a.* The Government will currently reimburse the Contractor for expenditures made in accordance with Article V-A of this Title V, upon certification and delivery to and verification by the Contracting Officer of the original signed pay rolls for labor, receipted invoices for materials, equipment, etc., or other evidence satisfactory to the Contracting Officer. Reimbursement will be made as promptly as possible, generally weekly, but may be made at more fre-

quent intervals if the conditions so warrant. All payments made under this paragraph *a* of Section 1 shall be subject to the provisions of Article V-C.

Payment of the fixed-fees. 2. *a.* The fixed-fee provided for in Article I-D of Title I shall be paid in partial payments, less ten percent (10%) of each such partial payment, on the last working day of each calendar month as it accrues.

b. The fixed-fee provided for in Article II-C of Title II shall be paid in partial payments, less ten percent (10%) of each such partial payment, on the last working day of each calendar month as it accrues.

c. The fixed-fee of one dollar (\$1.00) provided for in Article III-C shall be paid upon the completion of the work provided therein.

d. The fixed-fee provided for in section 2 of Article IV-C of Title IV shall be paid as follows:

(1) Forty-eight thousand dollars (\$48,000.00) payable in six (6) equal monthly installments of eight thousand dollars (\$8,000.00) each, less ten percent (10%) of each installment.

(2) Ninety-six thousand dollars (\$96,000.00), payable in six (6) equal monthly installments of sixteen thousand dollars (\$16,000.00) each, less ten percent (10%) of each installment.

(3) Two hundred fifty-one thousand dollars (\$251,000.00), payable in twelve (12) equal monthly installments of twenty thousand nine hundred sixteen dollars and sixty-six cents (\$20,916.66) each, less ten percent (10%) of each installment.

e. The fixed-fee provided for in section 3 of Article IV-C of Title IV shall be paid as follows:

(1) Three hundred ninety-five thousand dollars (\$395,000.00) for the operation of the Plant during the additional period of twelve (12) months provided for in Section 4 of Article IV-A hereof, payable in twelve (12) monthly installments of thirty-two thousand nine hundred sixteen dollars and sixty-six cents (\$32,916.66) each, less ten percent (10%) of each installment.

Final payment. 4. Upon completion of the work under Titles I and II and its final acceptance in writing by the Contracting Officer, and again upon the completion of the work under Title IV, the Government shall pay to the Contractor the unpaid balance of the cost of the work determined under Title V hereof, and of the fees.

ART. V-C. Advances. At any time, and from time to time, after the execution of this contract, the Government, at the request of the Contractor, and subject to the approval of the Chief of Ordnance as to the necessity therefor, shall advance to the Contractor without payment of interest thereon by the Contractor, a sum or sums not in excess of thirty percent (30%) of the estimated cost of the work under this contract.

TITLE VI—Termination

ART. VI-A. *Termination by Government.* The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Contractor.

TITLE VII—General

ART. VII-B. *Changes.* The Contracting Officer may at any time after consultation with the Contractor, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

ART. VII-C. *Title.* The title to all work, completed or in the course of construction, preparation or manufacture shall be in the Government. Likewise, upon delivery at the site of the work, at an approved storage site or other place approved by the Contracting Officer and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under Title V hereof shall vest in the Government.

This contract is authorized by the following laws:

The Act of July 2, 1940 (Public No. 703, 76th Congress) and the Act of June 30, 1941 (Public No. 139, 77th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6933; Filed, September 16, 1941;
11:27 a. m.]

[Contract No. W-ORD-505¹ Supp. 1]

SUMMARY OF SUPPLEMENTAL CONTRACT TO COST-PLUS-A-FIXED-FEE EQUIPPING AND OPERATION CONTRACT

CONTRACTOR: MCQUAY-NORRIS MANUFACTURING CO., ST. LOUIS, MISSOURI

Contract² for: Equipping, additional to that provided in Contract No. W-ORD-505.

Place: St. Louis, Missouri.

Estimated cost of equipping under Title I: Original, \$2,961,186.50; additional, \$1,705,267.00.

Fixed-fee for equipping under Title I: Original, \$55,000.00; additional, \$15,000.00.

Estimated cost of operation of plant under Title II: Original, \$19,485,000.00; additional, None.

Fixed-fee for operation under Title II: \$* * * per thousand, Caliber * * * Armor Piercing Cores; \$* * * per thousand, Caliber * * * Armor Piercing Cores.

¹ 6 F. R. 1415.

² Approved by the Under Secretary of War August 22, 1941.

This supplemental contract, entered into this 11th day of August 1941.

There is now in force between the parties hereto a certain contract which provides for equipping, including procurement and supervision of design, of layout, of plans for installation and of installations; preparation for operation (including training of operating personnel); and operation of a Plant for the manufacture of Caliber * * * and Caliber * * * Armor Piercing Cores, said contract being dated February 25, 1941, being identified by the Government as "Contract No. W-ORD-505" and being hereinafter sometimes referred to as the "Contract of February 25".

The Government now desires to modify said Contract of February 25 so as to provide for increasing the capacity of said Plant and the Contractor has agreed to such modification upon the terms, conditions, and provisions hereinafter set forth.

The parties hereto do mutually agree that the said contract of February 25 be and it hereby is modified in the following particulars:

1. Change Article I-A, Title I, to read:

The core manufacturing plant (hereinafter referred to as the "Plant") to be provided under the Collateral Contracts, shall comprise a plant located at St. Louis, Missouri, on a site to be furnished by the Government for the manufacture of Caliber * * * and Caliber * * * armor piercing cores (hereinafter sometimes referred to as the "Cores"), having an estimated daily capacity, based on working * * * shifts per day, as follows:

* * * Caliber * * * Armor Piercing cores.

* * * Caliber * * * Armor Piercing cores.

3. Change Article I-C, Title I, to read:

It is estimated that the total cost of the work, exclusive of the Contractor's fee, covered by this Title I will be approximately four million six hundred sixty six thousand four hundred fifty three dollars and fifty cents (\$4,666,453.50), which sum includes two million one hundred eighty one thousand one hundred eighty six dollars and fifty cents (\$2,181,186.50), representing the estimated cost of the additional equipment.

4. Change Article I-D, Title I, to read:

In consideration of its undertaking under this Title I the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in Title III.

(b) A fixed-fee in the amount of seventy thousand dollars (\$70,000.00), which shall constitute complete compensation for the Contractor's services.

5. Change Article II-C, Title II, to read:

In consideration of its undertaking under this Title II the Contractor shall receive the following which shall constitute complete compensation for the Contractor's services under this Title II.

1. Reimbursement for expenditures as provided in Title III.

2. Fixed-fees as listed below for operation of the Plant.

(a) \$ * * * fixed-fee per 1000 Cal. * * * Cores satisfactorily packed and ready for safe shipment

(b) \$ * * * fixed-fee per 1000 Cal. * * * Cores satisfactorily packed and ready for safe shipment

7. Change Article III-B, Title III, Section 2, to read:

(a) Payment of fifty-five thousand dollars (\$55,000.00) of the fixed-fee provided in Article I-D shall be made in eleven (11) equal monthly installments of five thousand dollars (\$5,000.00). Payment of fifteen thousand dollars (\$15,000.00) of the fixed-fee provided in Article I-D shall be made in five (5) equal monthly installments of three thousand dollars (\$3,000.00) each.

The equipment, supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover the cost of same:

ORD-8758-P99-A1005-01

ORD-8759-P99-A1005-01

ORD-27,066-P2-99-A0141-02

This contract is authorized by the following laws: Act of July 2, 1940 (Public No. 703, 76th Cong.), continued by Act of June 30, 1941 (Public No. 139, 77th Cong.).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6934; Filed, September 16, 1941;
11:27 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. 504-FD]

IN THE MATTER OF THE APPLICATION OF KENTUCKY COAL AGENCY, INC., FOR PROVISIONAL APPROVAL AS A MARKETING AGENCY; AND IN RE THE MODIFICATION AND AMENDMENT OF THE ORDER GRANTING APPLICANT PROVISIONAL APPROVAL AS A MARKETING AGENCY

NOTICE OF AND ORDER FOR POSTPONEMENT OF HEARING

The Applicant, Kentucky Coal Agency, Inc., a marketing agency previously granted provisional approval, pursuant to Section 12 of the Bituminous Coal Act of 1937, having been required by an Order dated July 28, 1941, to show cause why

the provisional approval previously granted it should not be modified in certain specified respects; and

The matter having been assigned for hearing on September 17, 1941; and

Applicant having moved that the hearing be postponed until a later date, and having shown good cause why a postponement should be granted;

Now, therefore, it is ordered, That the hearing in the above-entitled matter be continued from September 17, 1941, until 10 o'clock in the forenoon of September 30, 1941, at the place and before the officers previously designated.

Dated: September 13, 1941.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 41-6927; Filed, September 16, 1941; 9:55 a. m.]

[Docket No. A-896 Part II]

PETITION OF DISTRICT BOARD NO. 14 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF TORNADO #1 MINE (MINE INDEX NO. 495) IN DISTRICT NO. 14

ORDER DISMISSING PETITION

An original petition, requesting temporary and permanent relief in the establishment of price classifications and minimum prices for the coals of certain mines, including the Tornado #1 Mine (Mine Index No. 495) in District No. 14, was duly filed with this Division in Docket No. A-896, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

The Director by his Order of June 23, 1941, in that docket established temporarily the prices requested for the Tornado #1 Mine of the Tornado Coal Company (J. A. Hancox) and made provision for those prices becoming permanent under certain conditions.

District Board No. 14 in an original petition filed in Docket No. A-928 requested that the price classifications and minimum prices thus established for the coals of the Tornado #1 Mine be modified. Thereupon the Acting Director by his Order entered July 28, 1941, severed from Docket No. A-896 and designated as Docket No. A-896 Part II that portion of the original petition in Docket No. A-896 which related to the Tornado #1 Mine, continued in effect until further order the temporary relief theretofore granted as to the coals of that mine, revoked and conditional provision for that relief becoming final and set a hearing on the prayer for permanent relief in Docket No. A-896 Part II to be held on August 6, 1941, at a hearing room of the Division in Fort Smith, Arkansas.

When the hearing in Docket No. A-896 Part II convened, District Board No. 14, the petitioner, represented to the Trial Examiner that the Tornado #1 Mine had ceased operating in the interval between the date when the Board filed its original petition in Docket No. A-928 and the date of the hearing. Accordingly the Board thereupon moved for

the dismissal, without prejudice, of the proceedings in Docket No. A-896 Part II. Good cause therefor having been shown and no opposition thereto appearing.

It is hereby ordered, That the original petition of District Board No. 14 in Docket No. A-896 Part II be, and it hereby is dismissed, without prejudice.

Dated: September 15, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-6928; Filed, September 16, 1941; 9:55 a. m.]

General Land Office.

STOCK DRIVEWAY WITHDRAWAL No. 81, NEW MEXICO No. 12, REDUCED

STOCK DRIVEWAY WITHDRAWAL No. 236, NEW MEXICO No. 13, REVOKED

Departmental orders of April 29, 1919 and February 17, 1933, withdrawing certain lands as New Mexico Stock Driveways Nos. 12 and 13, respectively, under section 10 of the act of December 29, 1916, as amended by the act of January 29, 1929, 39 Stat. 865, 45 Stat. 1144, 43 U.S.C. 300, are hereby revoked, No. 12 in part and No. 13 in its entirety, so far as they affect the following described lands, which were included in New Mexico Grazing District No. 1 by Departmental order of June 12, 1941:

NEW MEXICO PRINCIPAL MERIDIAN

T. 21 N., R. 1 W.,
Sec. 18, SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$.
Sec. 19, W $\frac{1}{2}$ NE $\frac{1}{4}$;
T. 20 N., R. 2 W.,
Secs. 7, 8, 9, 10, 13, 14, and 15;
T. 20 N., R. 3 W.,
Secs. 3, 10, and 11,
Sec. 12, S $\frac{1}{2}$;
T. 21 N., R. 3 W.,
Secs. 7, 18, 19, 27, 28, 29, 30, and 34;
T. 21 N., R. 4 W.,
Secs. 3, 4, 5, and 6,
Sec. 7, N $\frac{1}{2}$,
Sec. 8, N $\frac{1}{2}$,
Sec. 9, N $\frac{1}{2}$,
Secs. 10, 11, and 12;
T. 21 N., R. 5 W.,
Secs. 1, 3, 4, 5, and 6,
Sec. 7, N $\frac{1}{2}$,
Sec. 8, N $\frac{1}{2}$,
Sec. 9, N $\frac{1}{2}$,
Sec. 10, N $\frac{1}{2}$,
Sec. 11, N $\frac{1}{2}$,
Sec. 12, N $\frac{1}{2}$;
Aggregating 21,598.86 acres.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.
SEPTEMBER 6, 1941.

[F. R. Doc. 41-6920; Filed, September 16, 1941; 9:34 a. m.]

RECREATIONAL WITHDRAWAL No. 58
REVOKED
COLORADO

The departmental order of May 12, 1934, withdrawing upon the petition of the City of Salida, ratified by the Board of County Commissioners for Chaffee County, Colorado, for recreational classification under the act of June 14, 1926, 44 Stat. 741, 43 U.S.C. 869, the following-

described public lands in that State, is hereby revoked:

NEW MEXICO PRINCIPAL MERIDIAN

T. 51 N., R. 8 E.,
Sec. 25, SW $\frac{1}{4}$,
Sec. 26, E $\frac{1}{2}$ SE $\frac{1}{4}$,
Aggregating 240 acres.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.
AUGUST 27, 1941.

[F. R. Doc. 41-6919; Filed, September 16, 1941; 9:34 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF OPPORTUNITY TO SUBMIT WRITTEN BRIEFS ON THE MINIMUM WAGE RECOMMENDATION OF INDUSTRY COMMITTEE NO. 35 FOR THE SHOE MANUFACTURING AND ALLIED INDUSTRIES

Whereas a hearing has been held on September 12, 1941, before Thomas Holland, Presiding Officer, at which all persons interested in the report and recommendation of Industry Committee No. 35 for the establishment of a minimum wage in the Shoe Manufacturing and Allied Industries were given an opportunity to be heard and to offer evidence relevant thereto; and

Whereas the complete record of said hearing has been transmitted to the Administrator,

Now, therefore, notice is hereby given that the Administrator will receive written briefs (not fewer than twelve copies) on or before October 1, 1941, at the Department of Labor, Washington, D. C., from any person who entered an appearance at the said hearing, based upon the complete record compiled thereat.

Signed at Washington, D. C., this 16th day of September 1941.

PHILIP B. FLEMING,
Administrator.

[F. R. Doc. 41-6943; Filed, September 16, 1941; 11:43 a. m.]

CIVIL AERONAUTICS BOARD.

[Docket No. 298]

IN THE MATTER OF THE COMPENSATION FOR THE TRANSPORTATION OF MAIL BY AIRCRAFT, THE FACILITIES USED AND USEFUL THEREFOR, AND THE SERVICES CONNECTED THEREWITH, BEING PAID TO PAN AMERICAN AIRWAYS, INC., PAN AMERICAN-GRACE AIRWAYS, INC., AND URABA, MEXICAN AND CENTRAL AIRWAYS, INC.

NOTICE OF FURTHER HEARING

Further public hearing in the above-entitled proceeding, being a proceeding instituted by the Board (1) to determine whether or not the rates of compensation being paid to the above-named carriers for the transportation of mail by aircraft, the facilities used and useful therefor and the services connected

therewith, are fair and reasonable in accordance with the rate-making elements set forth in the Civil Aeronautics Act of 1938, and particularly section 406 (b) thereof, and in connection therewith to inquire into the nature and extent of the affiliations, control or relationship of such air carriers with persons engaged in some phase of aeronautics, or in the holding of stock in or control of air carriers or other persons engaged in some phase of aeronautics, or in the business of transporting persons or property for hire as a common carrier or otherwise; and (2) to fix and determine fair and reasonable rates of compensation for the transportation of mail by aircraft over routes known as FAM No. 5, FAM No. 6, FAM No. 7, FAM No. 8, FAM No. 9, and FAM No. 10, as amended, the facilities used and useful therefor, and the services connected therewith, is hereby assigned for September 29, 1941, 10 o'clock a. m. (Eastern Standard Time) in Conference Room "A", Departmental Auditorium, Constitution Avenue between 12th and 14th Streets NW., Washington, D. C., before Examiner Francis W. Brown.

Dated: Washington, D. C., September 12, 1941.

[SEAL]

FRANCIS W. BROWN,
Examiner.

[F. R. Doc. 41-6925; Filed, September 16, 1941;
9:36 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4587]

IN THE MATTER OF D. J. EASTERLIN, AN INDIVIDUAL, TRADING AS D. J. EASTERLIN & COMPANY

COMPLAINT

The Federal Trade Commission having reason to believe that the party respondent named in the caption hereof, and hereinafter more particularly designated and described, since June 19, 1936, has violated and is now violating the provisions of subsection (c) of section 2 of the Clayton Act as amended by the Robinson-Patman Act, approved June 19, 1936 (U.S.C. Title 15, Section 13), hereby issues its complaint stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent D. J. Easterlin, an individual trading as D. J. Easterlin & Company, has his principal office and place of business located at the corner of Prioleau and Cordes Streets in the City of Charleston, South Carolina. Respondent is engaged in business as a broker, importer and distributor of food.

PAR. 2. For services rendered to rice millers in connection with the sale of such commodity, respondent, as well as other brokers, customarily receives a brokerage fee or commission of 8¢ per pocket weighing one hundred pounds.

PAR. 3. In the course and conduct of his said business as a broker, since June

19, 1936, respondent has effected sales of rice for the International Rice Milling Company, Inc., a corporation trading as Trimble Rice Company, located at Crowley, Louisiana, and also for the Liberty Rice Mill, Inc., a corporation with its principal office and place of business located at Kaplan, Louisiana, pursuant to which sales such rice has been shipped and transported by the sellers thereof to purchasers located in the State of South Carolina.

PAR. 4. Since June 19, 1936, in connection with sales of such rice in interstate commerce, as aforesaid, respondent has offered to accept and accepted from such sellers a compensation of 3¢ per pocket on transactions with some buyers on the condition that such sellers transmit 5¢ of the brokerage to the purchaser in the form of a price 5¢ per pocket below the price at which such rice would have been sold if respondent had been compensated on a basis of 8¢ per pocket.

PAR. 5. The allowance of the 5¢ per pocket in lieu of brokerage or compensation in connection with the sale of rice in commerce in the manner and under the circumstances aforesaid is in violation of subsection (c) of Section 2 of the Act referred to in the preamble hereof.

Wherefore, the premises considered, the Federal Trade Commission on this 8th day of September, A. D. 1941, issues its complaint against said respondent.

NOTICE

Notice is hereby given you, D. J. Easterlin, an individual, trading as D. J. Easterlin & Company, respondent herein, that the 17th day of October, A. D. 1941, at 2 o'clock in the afternoon, is hereby fixed as the time and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said Act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The Rules of Practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of de-

fense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true, and if in the judgment of the Commission such facts admitted constitute a violation of law or laws as charged in the complaint, to make and serve findings as to the facts and an order to cease and desist from such violations. Upon application in writing made contemporaneously with the filing of such answer, the respondent, in the discretion of the Commission may be heard on brief, in oral argument, or both, solely on the question as to whether the facts so admitted constitute the violation or violations of law charged in the complaint.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 8th day of September, A. D. 1941.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-6941; Filed, September 16, 1941;
11:40 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 812-198]

IN THE MATTER OF CAPITAL MANAGEMENT PARTICIPATING FUND

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 15th day of September, A. D. 1941.

Capital Management Participating Fund, a registered investment company having duly filed an application pursuant to the provisions of section 6 (c) of the Investment Company Act of 1940 for an order of exemption from the registration

requirements of section 8 (b) of the Act and the provisions of section 30 (d) of the Act with respect to semi-annual reports to shareholders:

It is ordered, That a hearing on such matter under the applicable provisions of the Act and the Rules and Regulations of the Commission thereunder be held on September 23, 1941, at 10:00 o'clock in the forenoon of that day in the Securities and Exchange Commission Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing room clerk in Room 1102 will advise the interested parties where such hearing will be held.

It is further ordered, That James G. Ewell, Esq., or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing on such application. The officer so designated to preside at any such hearing is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 (b) of the Investment Company Act of 1940 and to

No. 181—3

trial examiners under the Commission's Rules of Practice.

Notice of such hearing is hereby given to the above named applicant and to any other person or persons whose participation in such proceedings may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-6931; Filed, September 16, 1941;
11:24 a. m.]

[File No. 1-2938]

IN THE MATTER OF THE KELLEY-KOETT
MFG. CO., INC.

ORDER GRANTING APPLICATION TO WITHDRAW
FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 15th day of September, A. D. 1941.

The Kelley-Koett Mfg. Co., Inc., pursuant to section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1 (b) promulgated thereunder, having made application to withdraw its Common Stock, No Par Value; \$25 Par Value 6% Cumulative Convertible Preferred Stock; and 4% Debentures due 1946 from listing and registration on the Cincinnati Stock Exchange; and

After appropriate notice, a hearing having been held in this matter; and

The Commission having considered said application together with the evidence introduced at said hearing, and having due regard for the public interest and the protection of investors;

It is ordered, That said application be and the same is hereby granted, effective at the close of the trading session on September 25, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-6932; Filed, September 16, 1941;
11:24 a. m.]